

# DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

60712

FILE: B-186067

DATE: April 5, 1976

MATTER OF: Pure Water & Ecology Products, Inc.

99110

## DIGEST:

Question whether threatened default termination is proper is for consideration under Disputes clause of contract and is outside jurisdiction of General Accounting Office.

Pure Water & Ecology Products, Inc., protests a possible termination for default of its contract No. N00-223-76-C-2044 by the Department of the Navy.

The question of whether a default termination is proper or not is for consideration only under the procedures set forth in the Disputes clause of the contract in question. Although prior to the decision of the Supreme Court in S&E Contractors, Inc. v. United States, 406 U. S. 1 (1972), we gave limited review to such questions, in light of the Court's holding (there is not another tier of administrative review beyond the contracting activity and an appeal to the Armed Services Board of Contract Appeals for complaints resolvable under the Disputes clause), protests in this area are no longer for our consideration. Toll and Henson Company, B-184486, August 1, 1975, 75-2 CPD 76.

Consequently, we must decline to decide the merits of the question raised by the protester.

A handwritten signature in cursive script, reading "Paul G. Dembling".  
Paul G. Dembling  
General Counsel